

**Minutes of the 10 April 2017**  
**Regular Meeting of the Yancey County Board of Commissioners**  
**Held at 6:00 o'clock p.m. in the Yancey County Courtroom**  
**Yancey County Courthouse, Burnsville, North Carolina**

Present at the 10 April 2017 meeting of the Yancey County Board of Commissioners were: Chairman Johnny Riddle, Commissioner Jill Austin, Commissioner Mark Ledford, Commissioner John Stallings, Commissioner Jeff Whitson, County Manager Nathan Bennett, Clerk to the Board Jason Robinson, County Planner Jamie McMahan, County Attorney Donny Laws, members of the media, and members of the general public.

**Call to Order and Approval of Agenda**

Chairman Riddle called the meeting to order. Chairman Riddle then delivered the invocation. After the invocation, Commissioner Ledford led the Pledge of Allegiance. Chairman Riddle then asked for a motion to approve the agenda. Commissioner Whitson made a motion to approve the agenda. The motion was seconded by Commissioner Stallings. The vote to approve was unanimous (Attachment A).

**Public Comment**

The Board first heard from Tom Robinson who spoke about the takeover of the DSS Board by the Mitchell County Commissioners and illegal aliens. The Board next heard from Marvin Taylor who spoke about his displeasure with the Sheriff.

**Consent Agenda**

The Board next moved to the consent agenda portion of the agenda. On the consent agenda for April was approval of the March 13<sup>th</sup> regular meeting minutes and the minutes from a special meeting on March 6<sup>th</sup>. Also on the consent agenda was the appointment of the members of the Board of Equalization and Review (BoER) (Attachment B). The consent agenda also included the appointment of Mrs. Julia Fox to the Yancey County Library Board and the AMY Regional Library Board (Attachment C). The consent agenda for April also included the 2016 Child Fatality Prevention Team Report. This report is required annually to be presented to the Board. This year there were no fatalities to report (Attachment D). Finally, the consent agenda contained the March tax collection report which was for informational purposes only (Attachment E). Upon hearing the matters on the consent agenda, Commissioner Stallings made a motion to approve the consent agenda and it was seconded by Commissioner Austin. The vote to approve was unanimous.

**Yancey County Finance Office**

The Board next heard from Finance Officer Brandi Burleson. Mrs. Burleson stated that each year the County must hire an independent auditing firm to audit the County's finances. According to Mrs. Burleson, requests for proposals (RFP's) were sent out to six accounting firms in Western North Carolina. Two proposals were sent back, one by Dixon, Hughes, Goodman and the other by Gould Killian. According to Mrs. Burleson, Gould Killian's proposal was \$10,000 less to provide the same service as Dixon, Hughes, Goodman. Mrs. Burleson stated that it would be her recommendation to contract with Gould Killian. Upon hearing from Mrs. Burleson, Commissioner Ledford made a motion to approve the 2016-17 audit contract with Gould Killian. The motion was seconded by Commissioner Whitson and the vote to approve was unanimous (Attachment F).

**Yancey County Schools**

The Board next heard from Superintendent of Yancey County Schools, Dr. Tony Tipton. Dr. Tipton updated the Board on the new class size requirements and that in the new budget he is asking for three new teachers. Dr. Tipton also stated that he was asking for money from the Board for the 1 to 1 initiative started a few years ago with grant funding. Dr. Tipton also informed the Board that the new school has a name, colors, and a mascot. The name of the new school will be Blue Ridge Elementary School, the colors will be blue and yellow, and the mascot will be the wolves. Dr. Tipton also stated that Mike Cox has the plan for the school in Raleigh being reviewed by the Department of Public Instruction and that it is the hope of the Board of Education to be grading by Labor Day. Commissioner Stallings asked Dr. Tipton if he thought the North Carolina Senate was going to move on the class size requirements bill. Dr. Tipton stated that the school board association has advised the Senate that now is the time to move.

### **Yancey County Register of Deeds**

The Board next heard from Yancey County Register of Deeds Susan Jobe. Mrs. Jobe stated that she was coming before the Board because the software contract for the register of deeds office needs to be approved. According to Mrs. Jobe, up until now the register of deeds office has used software provided by Tyler Technology. Tyler bought the company that the register of deeds office originally contracted with, Parker-Lowe. After Tyler bought Parker-Lowe, the person that serviced our account did not change until he died. After his death this made support from Tyler Technologies much more difficult, as Tyler is located in Texas and is an hour behind. Mrs. Jobe stated that she asked for bids from other providers and did receive a bid from Business Information System (BIS). BIS currently operates software in the County's tax office and according to County Manager Nathan Bennett, this could connect the register of deeds, the tax office, and the GIS mapping department. Mrs. Jobe also stated that BIS is only 45 minutes away and all of the offices that she has spoken to love the product. Commissioner Whitson stated that this should close the communication loop that currently exists between County Departments. Commissioner Stallings asked if this was a financial advantage. According to Mr. Bennett there are a lot of benefits to going with BIS but the cost is really a wash. After hearing from Mrs. Jobe, Commissioner Whitson made a motion to approve the contract with Business Information System. The motion was seconded by Commissioner Austin and the vote to approve was unanimous (Attachment G).

### **Volunteer Agricultural District Program**

The Board next heard from County Planner Jamie McMahan. Mr. McMahan stated that when the Board created the Volunteer Agricultural District (VAD) Program ordinance that one component that was included was a VAD board, made up of at least one person from each of the fire districts in the County. Mr. McMahan explained that there are ten members of this board with himself and Adam McCurry serving as non-voting members. One of the first tasks of this board is to develop the application to become part of the district. The terms of the members are staggered and initially three members have a one year term, three members have a two year term, and two members have a two year term. Upon hearing from Mr. McMahan, Commissioner Austin made a motion to approve the VAD board and to appoint them on staggered terms. Commissioner Ledford seconded the motion and the vote to approve was unanimous (Attachment H).

### **County Manager Report**

The Board next heard from County Manager Nathan Bennett. Mr. Bennett informed the Board that the memorandum of understanding (MOU) with the State Health Plan has been executed and returned to the state. Mr. Bennett also stated that the mowing contract has been completely executed and they started mowing on Thursday. Mr. Bennett also informed the Board that all departments and nonprofits have submitted their budget requests and that he would be bringing the Board that first draft on April 24<sup>th</sup> at 1:00 pm. Mr. Bennett reminded the Board of a special joint meeting with the Town of Burnsville Council and the Yancey County Economic Development Commission on Monday, April 24<sup>th</sup> at 9:00 am. Mr. Bennett also reminded the Board of the special celebration at Cane River Park on May 13<sup>th</sup> from 11 am until 5 pm.

### **County Attorney Business**

The Board next heard from County Attorney Donny Laws. Mr. Laws informed the Board of the surplus property sale that was conducted on March 29<sup>th</sup>. According to Mr. Laws it is important to move as quickly as possible on these properties to get them put back on the tax book. The Board has two options: 1. Approve the sales 2. Reject the sales and put them up on auction again. Mr. Laws stated that there were four properties that were offered for sale and there were two sales. The first piece of property that was sold was a piece of property on Sims Fork Road. The high bidder on that piece of property was Danny McIntosh for \$100. Upon hearing from Mr. Laws, Commissioner Whitson made a motion to approve the sale and it was seconded by Commissioner Stallings. The vote to approve was unanimous. The second sale was for a piece of property known as Lot 69 in Mount Mitchell Lands. The high bidder for this property was Jason Robinson at \$200. Upon hearing from Mr. Laws, Chairman Riddle made a motion to approve the sale and it was seconded by Commissioner Austin. The vote to approve was unanimous (Attachment I). Mr. Laws also updated the Board that there was only one remaining tax appeal to the Property Tax Commission that was scheduled for April 18<sup>th</sup>.

### **Commissioner Business**

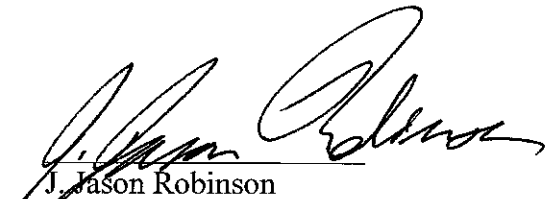
Chairman Riddle stated that he had attended a sustainable food meeting that was very interesting and informative.

**Adjournment**

Having no further business Commissioner Ledford made a motion to adjourn and it was seconded by Commissioner Austin. The vote to adjourn was unanimous.

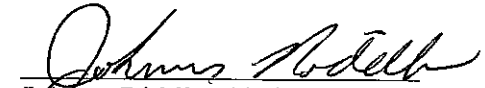
Approved and authenticated on this the 8<sup>th</sup> day of May 2017.


Attest:

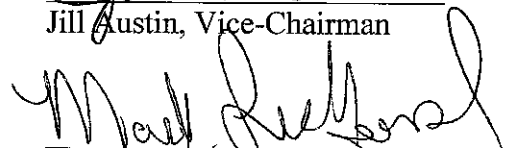
  
J. Jason Robinson  
Clerk to the Board

(county seal)

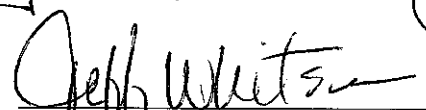


  
Johnny Riddle, Chairman

  
Jill Austin, Vice-Chairman

  
Mark Ledford, Commissioner

  
John Stallings, Commissioner

  
Jeff Whitson, Commissioner



**AGENDA  
YANCEY COUNTY BOARD OF COMMISSIONERS  
REGULAR BUSINESS MEETING**

**April 10, 2017**

**6:00 P.M.**

- I. Call to Order – Chairman Johnny Riddle
- II. Invocation and Pledge of Allegiance to the Flag
- III. Approval of the Agenda
- IV. Public Comment
- V. Consent Agenda
  - a. Approval of the Minutes- March 13<sup>th</sup> regular minutes, March 6<sup>th</sup> special minutes
  - b. Board of Equalization and Review (BoER) members
  - c. Yancey County Library and AMY Regional Board Appointment – Julia Fox
  - d. Child Fatality Prevention Team (CFPT) Report
  - e. March Tax Collection Report – Informational
- VI. REPORT – AMY Regional Library – Amber Westall Briggs, Director
- VII. UPDATE – Yancey County Finance Office – Fiscal Year 2016-17 Audit Contract – Brandi Burleson, Finance Officer
- VIII. REPORT – Yancey County Schools – Dr. Tony Tipton, Superintendent
- IX. REQUEST – BIS Contract for Register of Deeds – Susan Jobe, Yancey County Register of Deeds
- X. UPDATE – Volunteer Agricultural District Program – Jamie McMahan, County Planner
- XI. County Manager Report – Nathan Bennett, County Manager
  - a. General Update
- XII. County Attorney Report – Donny Laws, County Attorney
  - a. Surplus Real Property Sale Results
- XIII. County Commissioners Report
- XIV. Adjourn

# Attachment B

## Board of Equalization and Review---2017

Johnny Riddle

Jill Austin

Mark Ledford

John Stallings

Jeff Whitson

Byrl Ballew

Jim Deaton

Margaret Pierce

Nathan Bennett

Jerri Storie

Bill Wheeler

Jamie McMahan

Jason Robinson

*Attachment C*

**Jason Robinson**

---

**From:** Amber Westall Briggs [director@amyregionallibrary.org]  
**Sent:** Friday, March 10, 2017 2:54 PM  
**To:** Jason Robinson; Jody Higgins  
**Subject:** Yancey Library Board and Regional Library Board Vacancies

Hi, Jason.

The Yancey Board has met and after Local Board suggestion from Beryl Carroll, the Board agreed to accept Julia Fox as a new Local Board Member and Regional Board Member. Julia Fox will be a welcome addition to both Boards, as she has such great experience and passion with working with elementary school children in the library and continuing our collaborations with the schools and school libraries. I am cc'ing Jody Higgins, Chair of the Local Board, to this email as well. Thank you, Jason.

Amber

Amber Westall Briggs, MLS  
Library Director  
AMY Regional Library System  
Avery, Mitchell, & Yancey Counties  
(828) 682-4476  
Serving the people of the beautiful Toe River Valley.



*Attachment D*  
**TOE RIVER HEALTH DISTRICT**

**Avery, Mitchell, & Yancey County**

**Health Departments**



Diane Creek, MSW  
Acting Health Director

Charles Baker, MD & Frank Craig, MD  
Medical Directors

Marvin Walker, OD  
Chair, Board of Health

---

**MEMORANDUM**

**TO:** Yancey County Commissioners and TRHD Board of Health

**FROM:** LaCosta Tipton, RN, BN, CFPT  
Yancey County Child Fatality Prevention Team (CFPT)

**SUBJECT:** Local CFPT Annual Report

**DATE:** March 16<sup>th</sup>, 2017

The North Carolina Statute, Article 14, 7B-1406 and the CFPT Agreement Addenda with local health departments requires Local Child Fatality Prevention Teams to advocate for system improvements and needed resources where gaps and deficiencies may exist and submit a report annually to their local county commissioners and boards of health.

The purpose of the local CFPTs are to:

- identify deficiencies in the delivery of services to children and families by public agencies;
- make and carry out recommendations for changes that will prevent future child deaths; and
- promote understanding of the causes of child deaths.

Attached is the Yancey County CFPT annual report for your review for calendar year 2016. Please feel free to contact me if you have any questions.

LaCosta Tipton RN BSN  
Nursing Supervisor  
Yancey County Health Department  
202 Medical Campus Drive  
Burnsville NC 28714  
828-682-6118 ext 1942  
lacosta.tipton@trhd.dst.nc.us



*Ensuring the conditions that allow the people of Avery, Mitchell and Yancey Counties to be Healthy*

*861 Greenwood Road, Spruce Pine, NC 28777 828.737.6100*

# **Yancey County CFPT 2016 Report**

## **I. Introduction**

In 1993, the North Carolina General Assembly established a network of local Child Fatality Prevention Teams (CFPT's) across the state to confidentially review medical examiner reports, death certificates and other records of deceased residents under age 18. Each local team consists of representatives of public and nonpublic agencies in the community such as law enforcement, Guardian Ad Litem, health departments, among others, that provide services to children and their families.

The purpose of this report is to give a summary of the causes of death, the number of cases reviewed, recommendations for prevention, if any, that have been made and to share local team activities and accomplishments.

## **II. Role of the Yancey County Commissioners and Toe River Health District Board of Health**

- Receive annual reports which contain recommendations and advocate for system improvements and needed resources, if requested.
- Appoint members of the local team as identified by the membership.

## **III. Child Deaths by Cause, System Problems Identified, Recommendations for Prevention & Proposed Action**

In 2016, the Yancey County CFPT reviewed zero child deaths. This is due to no deaths being eligible to review from 2015.

### **Yancey County CFPT Activities and Accomplishments:**

- The annual CFPT Activity Summary was completed and sent by the date requested.
- Car seat education was increased in our community.
- 2 additional Child Passenger Safety Technicians were trained.

## **IV. Conclusion**

Thank you to the members of the Yancey County Commissioners and TRHD Board of Health for the opportunity to share with you the successes and dedicated work of the local team as we continue to review child fatalities, make recommendations, and take actions to prevent future child deaths. Please feel free to contact the Health Director or Chairperson at 828-682-1942 respectively, should you have any questions about this report.

LaCosta Tipton RN BSN  
Yancey County CFPT Chairperson  
Nursing Supervisor  
Yancey County Health Department  
202 Medical Campus Drive  
Burnsville NC 28714  
828-682-6118 ext 1942  
lacosta.tipton@trhd.dst.nc.us



Posting Report  
03-01-2017 to 03-31-2017

04-04-2017  
9:34 AM

I. Tax Collections + Releases

Year	General Fund	Burnsville	West Yancey	Egypt/Ramseytown	Clearmont	Double Island	Newdale	South Toe	Pensacola	TOTAL
2007	\$170.00	\$17.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$187.00
2008	\$65.25	\$7.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$72.50
2009	\$160.97	\$14.89	\$1.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$177.46
2010	\$158.72	\$17.56	\$1.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$177.88
2011	\$169.38	\$17.56	\$1.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$188.54
2012	\$1,401.92	\$15.98	\$23.62	\$1.82	\$0.00	\$0.00	\$2.73	\$2.37	\$0.00	\$1,448.44
2013	\$8,318.43	\$14.55	\$563.55	\$0.00	\$0.00	\$0.00	\$0.00	\$26.79	\$0.00	\$8,923.32
2014	\$8,914.17	\$40.71	\$473.84	\$16.30	\$25.32	\$0.00	\$133.33	\$30.05	\$0.00	\$9,633.72
2015	\$19,512.27	\$83.31	\$504.48	\$33.55	\$251.82	\$208.26	\$140.55	\$192.66	\$28.02	\$20,954.92
2016	\$582,001.87	\$5,339.08	\$11,921.91	\$5,003.74	\$4,845.78	\$1,647.77	\$6,664.42	\$8,610.12	\$1,992.14	\$628,026.83
TOTAL	\$620,872.98	\$5,567.89	\$13,492.20	\$5,055.41	\$5,122.92	\$1,856.03	\$6,941.03	\$8,861.99	\$2,020.16	\$669,790.61

II. Releases

	Current Year	Prior Year	TOTAL
General Fund	\$46,251.18	\$15,061.58	\$61,312.76
Burnsville	\$261.20	\$189.21	\$450.41
West Yancey	\$2,309.26	\$1,054.05	\$3,363.31
Egypt/Ramseytown	\$120.84	\$0.00	\$120.84
Clearmont	\$14.52	\$1.13	\$15.65
Double Island	\$14.57	\$0.00	\$14.57
Newdale	\$22.97	\$59.58	\$82.55
South Toe	\$484.49	\$8.95	\$493.44
Pensacola	\$9.48	\$0.00	\$9.48
TOTAL	\$49,488.51	\$16,374.50	\$65,863.01

III. Net Tax Collections

Year	General Fund	Burnsville	West Yancey	Egypt/Ramseytown	Clearmont	Double Island	Newdale	South Toe	Pensacola	TOTAL
TOTAL	\$559,560.22	\$5,117.48	\$10,128.89	\$4,934.57	\$5,107.27	\$1,841.46	\$6,858.48	\$8,368.55	\$2,010.68	\$603,927.60

Transaction Type Report

03-01-2017 to 03-31-2017

Year	General	Fire	Penalty	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Total
2009	\$9.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9.00	\$6.20	\$0.00	\$0.00	\$15.20
2010	\$9.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9.00	\$5.36	\$0.00	\$0.00	\$14.36
2011	\$19.66	\$0.00	\$0.00	\$0.00	\$0.00	\$19.66	\$8.52	\$0.00	\$0.00	\$28.18
2012	\$1,249.27	\$26.71	\$0.00	\$0.00	\$0.00	\$1,275.98	\$345.16	\$4.00	\$0.00	\$1,625.14
2013	\$2,841.23	\$161.04	\$0.00	\$0.00	\$0.00	\$3,002.27	\$845.69	\$18.00	\$0.00	\$3,865.96
2014	\$4,385.11	\$302.15	\$5.08	\$0.00	\$0.00	\$4,692.34	\$1,203.31	\$44.00	\$0.00	\$5,939.65
2015	\$15,296.26	\$1,089.85	\$34.01	\$0.00	\$0.00	\$16,420.12	\$1,962.01	\$171.91	\$3,013.63	\$21,567.67
2016	\$535,750.69	\$42,787.63	\$259.42	\$0.00	\$0.00	\$578,797.74	\$21,084.03	\$0.00	\$2,191.16	\$602,072.93
TOTAL	\$559,560.22	\$44,367.38	\$298.51	\$0.00	\$0.00	\$604,226.11	\$25,460.28	\$237.91	\$5,204.79	\$635,129.09

Adjustment / Release Report  
03-01-2017 to 03-31-2017

Year	General	Penalty	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Fire	Amount Due	County Net
2007	\$170.00	\$18.70	\$0.00	\$0.00	\$188.70	\$171.52	\$0.00	\$0.00	\$17.00	\$377.22	\$360.22
2008	\$65.25	\$7.26	\$0.00	\$0.00	\$72.51	\$60.40	\$0.00	\$0.00	\$7.25	\$140.16	\$132.91
2009	\$151.97	\$0.00	\$0.00	\$0.00	\$151.97	\$112.59	\$0.00	\$0.00	\$16.49	\$281.05	\$264.56
2010	\$149.72	\$0.00	\$0.00	\$0.00	\$149.72	\$97.36	\$0.00	\$0.00	\$19.16	\$266.24	\$247.08
2011	\$149.72	\$0.00	\$0.00	\$0.00	\$149.72	\$82.12	\$0.00	\$0.00	\$19.16	\$251.00	\$231.84
2012	\$152.65	\$0.00	\$0.00	\$0.00	\$152.65	\$67.95	\$0.00	\$0.00	\$19.81	\$240.41	\$220.60
2013	\$5,477.20	\$0.00	\$0.00	\$0.00	\$5,477.20	\$1,805.78	\$0.00	\$-530.10	\$443.85	\$7,196.73	\$6,752.88
2014	\$4,529.06	\$15.18	\$0.00	\$0.00	\$4,544.24	\$1,067.92	\$8.00	\$718.60	\$417.40	\$6,756.16	\$6,338.76
2015	\$4,216.01	\$39.59	\$0.00	\$0.00	\$4,255.60	\$576.65	\$0.00	\$-1,049.26	\$352.80	\$4,135.79	\$3,782.99
2016	\$46,251.18	\$72.69	\$0.00	\$0.00	\$46,323.87	\$1,778.70	\$0.00	\$-121.06	\$3,237.33	\$51,218.84	\$47,981.51
TOTAL	\$61,312.76	\$153.42	\$0.00	\$0.00	\$61,466.18	\$5,820.99	\$8.00	\$-981.82	\$4,550.25	\$70,863.60	\$66,313.35

**Collections Receipts Report**  
**03-01-2017 to 03-31-2017**

Total general tax	\$559,560.22
Total fire tax	\$44,367.38
Total penalty	\$298.51
Total Waste Fees	\$0.00
Total Additional Fees	\$0.00
Total principal	\$604,226.11
Total interest	\$25,460.28
Total cost of advertising	\$237.91
Total legal	\$5,204.79
Total check overpayments	\$85.19
Total Prepaid Payments	\$3,445.47
Total Prepaid Applied	\$0.00
Total misc	\$34,433.64
Grand total receipts	\$638,659.75

District Payment Report
03-01-2017 to 03-31-2017

Year	District Code	District Name	Amount
2011	008	CRABTREE FIRE DISTRICT	\$0.00
2012	002	CANE RIVER FIRE DISTRICT	\$22.16
2012	003	EGYPT FIRE DISTRICT	\$1.82
2012	005	GREEN MOUNTAIN FIRE DISTRICT	\$0.00
2012	008	CRABTREE FIRE DISTRICT	\$2.73
2013	002	CANE RIVER FIRE DISTRICT	\$136.40
2013	005	GREEN MOUNTAIN FIRE DISTRICT	\$0.00
2013	009	SOUTH TOE FIRE DISTRICT	\$24.64
2014	002	CANE RIVER FIRE DISTRICT	\$37.42
2014	003	EGYPT FIRE DISTRICT	\$16.30
2014	005	GREEN MOUNTAIN FIRE DISTRICT	\$12.79
2014	006	JACKS CREEK FIRE DISTRICT	\$11.40
2014	008	CRABTREE FIRE DISTRICT	\$73.75
2014	009	SOUTH TOE FIRE DISTRICT	\$28.09
2014	011	PRICES CREEK FIRE DISTRICT	\$122.40
2015	001	BURNSVILLE FIRE DISTRICT	\$39.60
2015	002	CANE RIVER FIRE DISTRICT	\$73.90
2015	003	EGYPT FIRE DISTRICT	\$1.37
2015	004	RAMSEYTOWN FIRE DISTRICT	\$32.18
2015	005	GREEN MOUNTAIN FIRE DISTRICT	\$215.48
2015	006	JACKS CREEK FIRE DISTRICT	\$36.34
2015	007	BRUSH CREEK FIRE DISTRICT	\$208.26
2015	008	CRABTREE FIRE DISTRICT	\$140.55
2015	009	SOUTH TOE FIRE DISTRICT	\$190.19
2015	010	PENSACOLA FIRE DISTRICT	\$28.02
2015	011	PRICES CREEK FIRE DISTRICT	\$123.96
2016	001	BURNSVILLE FIRE DISTRICT	\$5,077.88
2016	002	CANE RIVER FIRE DISTRICT	\$2,865.69
2016	003	EGYPT FIRE DISTRICT	\$2,800.97
2016	004	RAMSEYTOWN FIRE DISTRICT	\$2,081.93
2016	005	GREEN MOUNTAIN FIRE DISTRICT	\$1,606.01
2016	006	JACKS CREEK FIRE DISTRICT	\$3,225.25
2016	007	BRUSH CREEK FIRE DISTRICT	\$1,633.20
2016	008	CRABTREE FIRE DISTRICT	\$6,641.45
2016	009	SOUTH TOE FIRE DISTRICT	\$8,125.63
2016	010	PENSACOLA FIRE DISTRICT	\$1,982.66
2016	011	PRICES CREEK FIRE DISTRICT	\$6,746.96
TOTAL			\$44,367.38

Outstanding Balances Report

As of 03-31-2017

Year	Amount	County	District	Interest	Advertising	Penalties	Waste	Additional Fees
2006	\$16,589.98	\$7,535.64	\$707.43	\$7,973.80	\$87.50	\$285.61	\$0.00	\$0.00
2007	\$12,980.89	\$6,038.97	\$556.05	\$5,929.23	\$80.50	\$376.14	\$0.00	\$0.00
2008	\$15,580.69	\$7,906.57	\$738.50	\$6,669.48	\$100.00	\$166.14	\$0.00	\$0.00
2009	\$14,434.41	\$8,118.59	\$667.17	\$5,536.65	\$112.00	\$0.00	\$0.00	\$0.00
2010	\$20,491.12	\$11,813.36	\$1,259.61	\$7,258.15	\$160.00	\$0.00	\$0.00	\$0.00
2011	\$30,304.83	\$15,730.95	\$1,637.85	\$8,853.93	\$172.00	\$17.85	\$0.00	\$0.00
2012	\$38,440.27	\$19,544.85	\$2,208.70	\$9,986.01	\$220.00	\$285.09	\$0.00	\$0.00
2013	\$46,061.12	\$29,500.87	\$3,038.49	\$10,380.01	\$444.00	\$0.00	\$0.00	\$0.00
2014	\$81,508.81	\$52,709.16	\$5,193.45	\$13,115.08	\$492.00	\$540.24	\$0.00	\$0.00
2015	\$157,265.96	\$110,836.65	\$9,635.60	\$14,214.35	\$1,049.71	\$1,567.54	\$0.00	\$0.00
2016	\$705,597.90	\$638,654.20	\$43,116.81	\$19,852.75	\$0.00	\$805.45	\$0.00	\$4.00
Total	\$1,139,255.98	\$908,389.81	\$68,759.66	\$109,769.44	\$2,917.71	\$4,044.06	\$0.00	\$4.00

Yancey County Tax Office  
County/District Collection Percentage Report  
As of: 03-31-2017

Run Date: 04-04-2017

2016  
County

Net Levy \$	Collections \$	Collections %
12,646,236.04	12,007,581.84	94.95

Districts

Name	Net Levy \$	Collections \$	Collections %
001 - BURNSVILLE FIRE DISTRICT	154,031.09	147,573.67	95.81
002 - CANE RIVER FIRE DISTRICT	71,314.19	69,223.54	97.07
003 - EGYPT FIRE DISTRICT	76,682.71	74,549.24	97.22
004 - RAMSEY TOWN FIRE DISTRICT	25,255.90	23,521.16	93.14
005 - GREEN MOUNTAIN FIRE DISTRICT	29,301.94	27,306.68	93.20
006 - JACKS CREEK FIRE DISTRICT	64,832.76	61,940.46	95.54
007 - BRUSH CREEK FIRE DISTRICT	40,576.92	38,319.61	94.44
008 - CRABTREE FIRE DISTRICT	147,922.29	139,642.01	94.41
009 - SOUTH TOP FIRE DISTRICT	193,595.14	184,239.73	95.17
010 - PENSACOLA FIRE DISTRICT	77,650.58	75,446.87	97.17
011 - PRICES CREEK FIRE DISTRICT	154,026.93	150,310.67	97.59

District Totals

Net Levy \$	Collections \$	Collections %
1,035,190.45	992,073.64	95.83

YANCEY COUNTY TAX ADMINISTRATION

End of Month Breakout

View Posted Payments in Date Range 03/01/2017 to 03/31/2017 for Both

*Alpha/  
Vehicle*

Description	Amount
Vehicle Payments	
County Vehicle Tax Payments 2016	\$1,294.35
County Vehicle Tax Payments 2015	\$542.07
County Vehicle Tax Payments 2014	
County Vehicle Tax Payments 2013	\$125.00
County Vehicle Tax Payments 2012	
County Vehicle Tax Payments 2011	
County Vehicle Tax Payments 2010	
County Vehicle Tax Payments 2009	
County Vehicle Tax Payments 2008	
County Vehicle Tax Payments 2007	
County Vehicle Tax Payments 2006	
County Vehicle Interest	\$122.23
County Vehicle Total Payments	\$2,083.65
Burnsville VFD Vehicle Tax	\$17.14
South Toe VFD Vehicle Tax	\$2.42
Newdale VFD Vehicle Tax	\$1.93
West Yancey VFD Vehicle Tax	\$115.63
Egypt/Ramseytown VFD Vehicle Tax	\$9.19
Clearmont VFD Vehicle Tax	\$3.06
Double Island VFD Vehicle Tax	
Pensacola VFD Vehicle Tax	\$0.50
VFD Vehicle Interest	\$10.64
VFD Vehicle Total Payments	\$160.51
Town of Burnsville Vehicle Tax	
Town of Burnsville Vehicle Interest	
Town of Burnsville Vehicle Total Payment	
State Vehicle Interest	\$59.69
Vehicle Total Payments	\$2,303.85
Vehicle BankCard Amount	\$4.87
Vehicle BankCard Fee	

04/04/2017



YANCEY COUNTY TAX ADMINISTRATION

alpha/  
vehicles

Bank Card Register for Date Range:

03/01/2017 to 03/31/2017

Bill	Name	Credit Amount	Card Fee	Total
V201500495	HENSLEY, ROGER VANCE	\$4.87		\$4.87
Vehicle Total:		\$4.87		\$4.87
NonVehicle Total:				
Total:		\$4.87		\$4.87

alpha  
variables

### Outstanding Balances through 03/31/2017

Description	Total
-------------	-------

Balances	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006
----------	------	------	------	------	------	------	------	------	------	------	------

## Balances

					\$67,451.80
County Vehicle Tax					
\$5,472.10	\$3,625.78	\$1,187.35	\$27,668.77	\$29,497.80	

TOWN OF BURNSVILLE Vehicle Tax		\$4,938.39
\$36.00	\$12.70	\$2,130.53
		\$2,759.16

BURNSVILLE FIRE DISTRICT Vehicle Tax		\$1,416.46
\$123.24	\$40.03	\$7.53
	\$551.78	\$693.88

CANE RIVER FIRE DISTRICT Vehicle Tax		\$438.62
\$9.70	\$6.98	\$3.69
	\$179.07	\$239.18

EGYPT FIRE DISTRICT Vehicle Tax				\$187.42
\$2.25	\$0.97	\$0.46	\$105.27	\$78.47

RAMSEY TOWN FIRE DISTRICT Vehicle Tax				
\$3.94	\$4.53	\$0.53	\$124.30	\$98.80
				\$232.10

GREEN MOUNTAIN FIRE DISTRICT Vehicle Tax				
\$7.37	\$8.77	\$6.67	\$87.13	\$114.13
				\$224.07

JACKS CREEK FIRE DISTRICT Vehicle Tax				\$808.92
\$42.08	\$62.91	\$7.31	\$359.93	\$336.69

BRUSH CREEK FIRE DISTRICT Vehicle Tax		\$254.92
\$3.66	\$0.36	\$116.70
		\$134.20

CRABTREE FIRE DISTRICT Vehicle Tax				
\$34.54	\$69.21	\$70.81	\$770.54	\$881.36
				\$1,826.46

SOUTH TOE FIRE DISTRICT Vehicle Tax				\$951.61
\$11.61	\$99.21	\$7.78	\$439.88	\$393.13

PENSACOLA FIRE DISTRICT Vehicle Tax					\$319.84
\$67.26	\$61.74	\$1.11	\$89.07	\$110.66	
PRICES CREEK FIRE DISTRICT Vehicle Tax					\$636.27
\$165.62	\$49.35	\$21.36	\$198.47	\$201.47	
County Vehicle Interest					\$19,921.42
\$202.55	\$390.01	\$240.18	\$8,240.09	\$10,848.59	
TOWN OF BURNSVILLE Vehicle Interest					\$1,652.76
\$1.53	\$1.49		\$638.64	\$1,011.10	
BURNSVILLE FIRE DISTRICT Vehicle Interes					\$429.14
\$3.14	\$3.91	\$1.13	\$165.41	\$255.55	
CANE RIVER FIRE DISTRICT Vehicle Interes					\$138.55
\$0.29	\$0.36	\$0.47	\$52.50	\$84.93	
EGYPT FIRE DISTIRCT Vehicle Interest					\$59.29
\$0.02	\$0.01		\$30.59	\$28.67	
RAMSEYTOWN FIRE DISTRICT Vehicle Interes					\$72.91
\$0.08	\$0.42	\$0.01	\$36.95	\$35.45	
GREEN MOUNTAIN FIRE DISTRICT Vehicle Int					\$68.44
\$0.36	\$0.93	\$1.34	\$25.46	\$40.35	
JACKS CREEK FIRE DISTRICT Vehicle Intere					\$244.60
\$2.11	\$6.65	\$1.45	\$107.63	\$126.76	
BRUSH CREEK FIRE DISTRICT Vehicle Intere					\$82.73
\$0.25			\$34.76	\$47.72	
CRABTREE FIRE DISTRICT Vehicle Interest					\$578.91
\$1.79	\$6.27	\$14.30	\$230.38	\$326.17	
SOUTH TOE FIRE DISTRICT Vehicle Interest					\$286.47
\$0.21	\$11.24	\$1.14	\$129.50	\$144.38	
PENSACOLA FIRE DISTRICT Vehicle Interest					\$72.69
\$1.91	\$5.07	\$0.27	\$25.96	\$39.48	
PRICES CREEK FIRE DISTRICT Vehicle Inter					\$148.49
\$6.98	\$5.03	\$3.80	\$59.88	\$72.80	
DMV Vehicle Interest					\$2,387.21
\$173.95	\$120.94	\$39.44	\$988.06	\$1,064.82	

Totals					
	\$6,370.61	\$4,588.43	\$1,618.50	\$43,587.25	\$49,665.70
					\$105,830.49

	Billed to Date	% Collected
County Vehicle Tax 2016	\$10,636.57	48.55%

04/04/2017

8. Specify costs using the format below for the audit year July 1, 2016 to June 30, 2017. For the two audit years which follow, list the estimated costs. The cost for the audit year ending June 30, 2017 is binding, while the two years which follow are estimated costs. Cost estimates must indicate the basis for the charges and whether the amount is a "not-to-exceed" amount.

The costs for the audit year ending June 30, 2017 and the estimated costs for the years ending June 30, 2018 and 2019 are below. We understand that your decision will consider a combination of factors that we have addressed during this proposal. If our fee is higher than other firms proposing and our credentials otherwise suit your needs, we would appreciate the opportunity to discuss the fee with you further. At the end of the day, we do not want professional fees to be the determining factor in your selection of auditors.

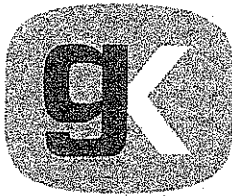
	Director	EQR	Senior	Staff	Clerical	Total
Onsite interim hours	10	-	50	45	-	105
Onsite year-end hours	24	-	150	150	-	324
Office hours	10	6	50	5	15	86
Total hours	44	6	250	200	15	515
Rate per hour (\$)	\$410	\$460	\$180	\$160	\$140	
Cost	\$18,040	\$2,760	\$45,000	\$32,000	\$2,100	\$99,900
Expenses						\$1,100
Total cost						\$101,000
Less Discount						(\$41,000)
<b>Not-to-exceed total fee for year ending June 30, 2017</b>						<b>\$60,000</b>
Estimated fee for year ending June 30, 2018						\$61,500
Estimated fee for year ending June 30, 2019						\$63,000

Fee assumptions:

**The Board of County Commissioners will obviously notice that our fee for the audit has increased approximately \$10,000. This increase has nothing to do with the County and everything to do with compliance with federal and state regulations. We plan to test additional Medicaid case files this year in response to concerns by the Office of the State Auditor ("OSA") and the Fiscal Management Section of the State Treasurer's Office (aka "LGC"). It is unfortunate that the County will have to absorb the additional costs but, rest assured that our reports will meet the highest standards of the OSA and LGC. In addition, we hope the Board of County Commissioners will also notice that our discount is still approximately 40% of our standard hourly rates.**

The above fee estimates are based on our prior experience with the County and the assumption that no significant changes have occurred. Some examples of changes may include (but not limited to) the following:

1. New accounting and auditing pronouncements (a);
2. New or mandated (b) major programs required to be tested for Single Audit;



**GOULD KILLIAN  
CPA GROUP, P.A.**  
CERTIFIED PUBLIC ACCOUNTANTS

**YANCEY COUNTY**

**SUMMARY OF AUDIT COST SHEET -- Gould Killian CPA Group, P.A.**

	FY 17 Binding	FY 18 Estimate	FY 19 Estimate
Base Audit Fee	\$ 49,900	\$ 51,900	\$ 53,900
Other: None	-	-	-
<b>TOTAL</b>	<b>\$ 49,900</b>	<b>\$ 51,900</b>	<b>\$ 53,900</b>

	On-site Interim	On-site Year-End	Office Work	Total # of Hours	Rate/Hour	Total
Staff	50	105	15	170	85	\$ 14,450
Senior	50	105	15	170	105	17,850
Sr. Manager	25	55	28	108	150	16,200
Partner	8	8	16	32	225	7,200
	133	273	74	480	116	\$ 55,700

**SUMMARY OF AUDIT COSTS**

Personnel costs	\$ 55,700
Report prep	950
Travel time	600
Travel mileage	250
	57,500
Discount (~10%)	(7,600)
<b>Total Proposed Fee - FY 17</b>	<b>\$ 49,900</b>

**BUSINESS INFORMATION SYSTEMS  
SOFTWARE MAINTENANCE  
TERMS & CONDITIONS**

This agreement is entered into by Business Information Systems, 333 Industrial Park Rd, Piney Flats, TN, hereafter referred to as "Company" and Yancey County, North Carolina (the "County"). Collectively, Company and County may be referred to as the "Parties". This agreement supersedes all previous software agreements.

Company and County agree that the following terms and conditions will apply to the maintenance services provided by Company for the software specified herein.

**Payment Terms:** The fees associated with this agreement are included as part of the monthly fee stated in the Computer Services Master Agreement.

**Statement of Work (SOW):** COUNTY and COMPANY have agreed to a written statement of work, written project plan, or other written communication to specify in more detail the Project scope, required features or functionality, deliverables, milestones, development methods, resources, communications, training, acceptance, change control, payment, or other terms, such writing ("**SOW**") is incorporated in and made a part of this Agreement. The SOW is appended to this Agreement as "Attachment A".

**1. SOFTWARE**

The software subject to the maintenance services provided by Company shall consist of the software specified on the maintenance list included with the attached invoice. County may add software to this agreement upon acceptance by Company.

**2. RESPONSE**

Response time, following notification by the County to the nearest Company office of program failure, shall be within four (4) hours, with at least a telephone or electronic response within four (4) hours following the request for service and, where requested, a visit to the Register's office within twenty-four (24) hours.

**3. MAINTENANCE SERVICES**

Company shall provide to County the following services:

- A. Unlimited local or 800 telephone support to answer any questions related to the software during the hours of 8:00 a.m. to 6:00 p.m. EST Mon-Fri and 8:00 a.m. to 1:00 p.m. EST Sat.
- B. Unlimited support via internet to fix any "bugs" or problems caused by the software purchased/leased from Company.



Business Information Systems  
333 Industrial Park Road  
Piney Flats, Tennessee 37686

**Microsoft**   
Registered Microsoft Partner

- C. On-site support, if necessary, to fix any development abnormalities or problems caused by the software purchased/leased from Company.
- D. Written notice of installation and training on all upgrades made to the applications software by Company.
- E. Any programming changes that enhance the overall performance of the software package as specified by the parameters of this contract and the overall statewide software package. Company shall not charge for any state mandated modifications.

---

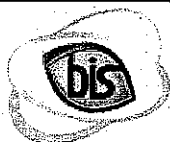
**Server Database Management and Operating System maintenance services:**

- A. Support for the version installed of the operating system software, database management system, program compilers and utilities.
- B. Installation of any future version of database management system if needed.
- C. Installation of any future versions of operating system software if needed.
- D. Re-installation and configuration of server operating system software, database management system software, files, program compilers and utilities in event of server hardware failure.

**4. EXCLUSIONS**

Maintenance services shall not include the following:

- A. Any requested programming changes outside the parameters defined within this contract that Parties agree do not enhance the overall performance of the software package.
- B. Cost of any future upgrades/versions released for the operating system software (Linux, Microsoft Windows, MySQL software, etc.). Except when these changes are required by the Company.
- C. Damage resulting to the software or system caused by hardware failures, power failures, acts of any persons other than Company personnel, vandalism or any illegal acts, or any acts of God.
- D. Any programming changes needed to make the software work on different types of terminals, printers, etc. that are added to the system in the future shall not be covered unless purchased from Company or meet the specifications stated by Company as compatible hardware.
- E. Training new employees or additional training for any employees after completion of initial implementation training.



**Business Information Systems**  
 333 Industrial Park Road  
 Piney Flats, Tennessee 37686

**Microsoft®**   
 Registered Microsoft Partner



- F. Retraining new employees due to key personnel turnover during initial implementation training.
- G. Any programming or system support resulting from County not performing daily, weekly, and monthly backups.
- H. Damage or problems caused by computer viruses, internet access, downloaded files, screensavers, spyware, etc unless antivirus software is purchased and managed by Company or unless introduced by Company. Company warrants against damage to County systems by reason of failure of Company's security measures.

## 5. COUNTY RESPONSIBILITIES

- A. County must have installed an internet connection and connectivity software that is accessible by Company to provide software maintenance and support.
- B. All service, both preventative and corrective, must depend upon the immediate availability of the complete system for the use of Company personnel, if so needed in the judgment of Company.
- C. County shall provide a detailed description of the problem and exact error message code (if any) and access to the person acquainted with the problem.

## 6. PERSONNEL

In recognition of the fact that Company personnel provided to the County under this Agreement may perform similar services from time to time for others, this Agreement shall not prevent Company from performing such similar services or restrict Company from using in any way the personnel provided to the County under this Agreement.

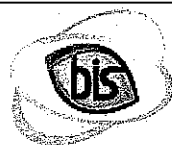
Company will make every effort consistent with sound business practices to honor the specific requests of the County with regard to the assignment of its employees; however, Company reserves the sole right to determine the assignment of its employees.

## 7. CONTROL AND SUPERVISION

County tasks on which Company personnel assist shall remain under the supervision, management and control of the Company and County shall be solely responsible for the successful performance of such tasks.

## 8. PROPRIETARY INFORMATION

With respect to financial, statistical and personnel data relating to the County's business which is proprietary to the County and is clearly so designated and submitted in writing to Company by the County in order to carry out this Agreement, Company will instruct its personnel to protect the proprietary nature of such



Business Information Systems  
333 Industrial Park Road  
Piney Flats, Tennessee 37686

**Microsoft**   
Registered Microsoft Partner

information by using the same care and discretion that they use with similar data which Company designates as proprietary. With respect to technical data relating to the County's business, which is proprietary and is submitted to Company in writing by the County in order for Company to carry out its work under this Agreement, such data must clearly be marked as proprietary. Company will instruct its personnel to respect the proprietary nature of such information by using the same care and discretion with regard to the identified technical data as they use with similar data, which Company designates as proprietary. However, Company shall not be required to keep proprietary any data, which is, or becomes publicly available, is already in Company's possession, is independently developed by Company outside the scope of this Agreement, or is rightfully obtained, from third parties.

In addition, Company shall not be required to keep proprietary any ideas, concepts, know-how, or techniques relating to data processing submitted to Company or developed during the course of the Agreement by Company personnel or jointly by Company and County personnel except as otherwise provided by law.

#### 9. RIGHTS IN DATA

All original data, material and documentation originated and prepared for the County pursuant to the Agreement shall belong to County.

This Agreement will NOT cover any programs or operating systems, compiler, etc. modified or serviced by personnel other than Company without prior written consent from Company.

If the Company is no longer solvent, County reserves the right to source code.

#### 10. LIMITED WARRANTY

A. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL COMPANY BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

B. COUNTY WARRANTS AND REPRESENTS TO COMPANY THAT SERVICES PERFORMED BY COMPANY WILL NOT INFRINGE UPON ANY COPYRIGHTS OR ANY OTHER AGREEMENTS ENTERED INTO BY COUNTY. SPECIFICALLY, COUNTY WARRANTS THAT COMPANY MAY COPY ALL PROGRAM AND DATA FILES, BOTH ON PAPER AND ON MAGNETIC MEDIA AS SUCH DISKS AND TAPES. COUNTY FURTHER WARRANTS THAT PROPER LICENSE OR SUBLICENSE IS HELD BY COUNTY TO ALL OPERATING SYSTEM SOFTWARE, LANGUAGE SYSTEM SOFTWARE, AND ANY OTHER PROPRIETARY SOFTWARE.



**Business Information Systems**  
333 Industrial Park Road  
Piney Flats, Tennessee 37686

**Microsoft®**   
Registered Microsoft Partner

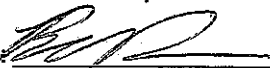
12. SEVERABILITY

If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

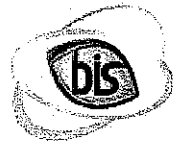
13. COMPLETE AGREEMENT

This agreement represents the entire understanding of the parties as to the subject matter therein and may not be modified except in writing executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth on the cover page hereof.

Business Information Systems  
Signature:   
Title: Sales  
Date: 3/21/17

County Representative, Yancey County, NC  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



Business Information Systems  
333 Industrial Park Road  
Piney Flats, Tennessee 37686



ATTACHMENT A  
STATEMENT OF WORK ("SOW")

THIS STATEMENT OF WORK (this "SOW") is entered into by and between the undersigned COUNTY and COMPANY pursuant to the Agreement (the "Agreement") governing the following Project:

Customer:	Yancey County, North Carolina
BIS Project Name:	Software Maintenance for Yancey County, North Carolina Records Management Computer System

All capitalized terms not defined in this SOW have the meanings given to such terms in the Agreement, unless the context requires otherwise. The information in this SOW shall be considered Confidential Information under the terms of the Agreement.

1. Project Description  
This Project is for software maintenance only and will include relevant software updates, phone support, remote access support and when applicable on-site technical support.
2. Scope of Services  
Services will include software updates, phone, remote and on-site support when applicable. The table below illustrates the priorities assigned to different problem levels.

Level	Definition	Action
Priority 1 (Highest)	Data integrity issues	Immediate response
	Workflow issues that result halted production where an alternate solution is not available	Same day resolution
Priority 2 (High)	Workflow issues that create a decrease in production, but there is an alternate method for completing tasks.	1 hr response 1 day resolution
Priority 3 (Medium)	Issues that have minimal effect on office productivity.	1 day response 1-3 day resolution
Priority 4 (Low)	General inquiries and enhancement requests.	Case by case

3. Deliverables  
The Project will be delivered as a complete service for software maintenance.
4. Duration of Services  
This Project will be started at the date of contract signing and will continue until termination of contract.



Business Information Systems  
333 Industrial Park Road  
Piney Flats, Tennessee 37686



Registered Microsoft Partner

COMPUTER SERVICES MASTER AGREEMENT

Agreement made this 21 day of March, 2017 between Business Information Systems "BIS"(referred to hereafter as "Company") with offices at 333 Industrial Park Road, Piney Flats, Tennessee, 37686, and Yancey County, North Carolina (the "County"). Collectively, Company and County may be referred to as the "Parties".

- ☐ WHEREAS, the County desires to obtain the services of the Company; and
- ☐ WHEREAS, the Company has expertise which may be valuable to the County and desires to use such expertise to Install and maintain a records management system for documents filed in the Register of Deeds Office; and
- ☐ NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows;

1. SCOPE OF WORK

The Company shall be authorized to provide to the general public access to the County's electronic database of public documents unless prohibited by the laws of the State of North Carolina. The County understands that the Company will Install the System and train the County Office personnel. County and Company have agreed to a written statement of work, written project plan, and other written communication to specify in more detail the Project scope, required features or functionality, deliverables, milestones, development methods, resources, communications, training, acceptance, change control, payment, or other terms, such writing ("SOW") is incorporated in and made a part of this Agreement. The SOW is appended to this Agreement as "Attachment A". Software Maintenance is attached as an exhibit.

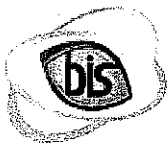
2. PERFORMANCE.

Company will perform the services necessary to complete the Agreement in accordance with the procedures described in the SOW, in a timely and professional manner, consistent with industry standards, at a location, place and time that the Parties deem appropriate, and all in accordance with the SOW and this Agreement.

3. FEES AND COST TO THE COUNTY

The following is a breakdown of the cost of the BIS Records Management System:

Features and Cost to County:	COST
1) Computer System	\$ <u>\$2,850 Per Month</u>
2) Offsite backup (Includes nightly comparison of data)	\$ <u>Included</u>
3) Electronic Access Agent (For distribution of County Records)	Yes <u>X</u> No <u>    </u>



Business Information Systems  
333 Industrial Park Road  
Piney Flats, Tennessee 37686



4. **INDEMNITY**

The Company agrees to defend at its own cost and expense of any claim or action against the County, its subsidiaries and/or affiliated offices harmless for any loss or damage in connection with/or arising out of default or negligence of the Company.

5. **PROPRIETARY RIGHTS**

The Company acknowledges that it shall not receive any proprietary rights in the documents of the County office. ~~These documents shall remain sole and exclusive property of the County.~~

In addition, County shall NOT divulge with any company or persons any of Company's proprietary ideas, concepts, know-how, or techniques relating to software or development during the course of the Agreement by Company personnel or jointly by Company and County personnel except as otherwise may be required by law.

6. **TERM AND TERMINATION**

This agreement shall commence on the 1<sup>st</sup> day of July, 2017, and shall continue in full force and effect for a period of two (2) years.

7. **PAYMENT SCHEDULE**

Payments are to be made by the 20<sup>th</sup> of each month. The monthly fee includes all system features described in Attachments A and B along with corresponding software maintenance terms and conditions agreement. The initial invoice will be sent upon completion of system installation. Subsequent invoices will be sent on the 1<sup>st</sup> of each month.

8. **ASSIGNMENT**

This agreement shall be binding upon the parties respective successors and permitted assignees. Neither party may assign the agreement or end its rights or obligations herein without the prior written consent of the other party.

9. **NOTICES**

Any notices or communication under this agreement shall be in writing and shall be sent by any means providing proof of delivery. Routine communications such as maintenance requests, development modifications, etc. are exempt from this procedure.

10. **GOVERNING LAW**

This agreement shall be governed and construed under the laws of the State of North Carolina.

11. **MODIFICATIONS**

No modifications, amendment, supplement to or waiver of this agreement or any schedule hereunder, or any of their provisions shall be binding upon the parties hereto unless made in writing and duly signed by both parties

12. **WAIVER**

A waiver of either party to exercise any right provided for herein shall not be deemed to be a waiver of any right hereunder.



Business Information Systems  
333 Industrial Park Road  
Piney Flats, Tennessee 37686

**Microsoft**   
Registered Microsoft Partner

13. COMPLETE AGREEMENT

This agreement represents the entire understanding of the parties as to the subject matter herein and may not be modified except in writing executed by both parties.

14. SEVERABILITY

If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

15. NON-APPROPRIATION CLAUSE:

The County agrees that it is its intent to make all payments required under this agreement. In the event that, through no action initiated by the signers of this agreement, the governing body of the County does not appropriate funds for the continuation of this agreement for any fiscal year after the first fiscal year and has no funds to do so from any other source, this agreement may be terminated. The County shall give the Company written notice of such non-appropriation of funds 30 days before the beginning of the fiscal year for which the governing board does not appropriate funds. The customer shall be responsible for the cost of all charges incurred through the cancellation date of the agreement. All equipment and property owned by the Company may be reclaimed by the Company on the effective date of cancellation.

IN WITNESS WHEREOF, the parties hereto, each act under due and proper authority, have executed this agreement as of the date first written herein and above.

Business Information Systems

County Representative, Yancey County, NC

Signature: [Signature]

Signature: \_\_\_\_\_

Title: Sals

Title: \_\_\_\_\_

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Yancey County Finance Officer

Date: \_\_\_\_\_



Business Information Systems  
333 Industrial Park Road  
Piney Flats, Tennessee 37686



ATTACHMENT A  
STATEMENT OF WORK ("SOW")

THIS STATEMENT OF WORK (this "SOW") is entered into by and between the undersigned CLIENT and COMPANY pursuant to the Agreement (the "Agreement") governing the following Project:

<b>Customer:</b>	<b>Yancey County, North Carolina</b>
<b>BIS Project Name:</b>	<b>Yancey County, North Carolina Records Management System</b>

All capitalized terms not defined in this SOW have the meanings given to such terms in the Agreement, unless the context requires otherwise. The information in this SOW shall be considered Confidential Information under the terms of the Agreement.

1. Project Description

This Project is for a Records Management Computer System developed by BIS for Yancey County, North Carolina. This System will provide the County with a method for recording, indexing, scanning and retrieval of land records filed at the County. A complete list of software modules and services are listed in the System Overview incorporated herein as Attachment B.

2. Scope of Services provided with the Purchase Agreement for the Records Management Computer System

*Modifications to software package will be specified at a later date after completion of an on-site survey performed by Company project managers. Modifications will meet all CLIENT requirements.*

3. Deliverables

The Project will be delivered as a complete system for the recording, indexing, scanning and public retrieval of records held in the Register of Deed's office. Records will be made available on-line, which will also serve as the off-site disaster recovery for county records. In-depth reporting, an enhanced financials package, OCR, redaction, electronic filing, credit card processing and other key functions will be made available.

4. Duration of Services

This Project will be started at the date of contract signing. The "Go Live" date for the system will commence when County signs off on the complete system installation and will continue until termination of contract.



Business Information Systems  
333 Industrial Park Road  
Piney Flats, Tennessee 37686



Registered Microsoft Partner



ATTACHMENT B

SYSTEM OVERVIEW

---

**Included Software Modules:**

*The Registry In-house Modules:*

*Receipting Module w/ Credit Card Processing*  
*Cashiering & Accounting Module*  
*eRecording Module*  
*General Ledger Module*  
*Indexing Module w/ OCR Capabilities*  
*Verification Module w/ OCR Capabilities*  
*Scanning Module w/ Barcode Detection*  
*Automated Redaction Module*  
*Internal Search Module*  
*Vital Records Module*  
*Marriage Kiosk Module*  
*Copy Manager Module*  
*Enhanced Reports Module*  
*Extended Security & Administration Module*  
*Off-Site Secure Backup/Disaster Recovery Module*  
*Automated Data / Image Export Module*

*The Registry Online Modules:*

*Online Search Module*  
*Online Vital Records Module*  
*Online Fraud Alert Module*  
*Online Title Gap Control Module*  
*Online Marriage Module*  
*Special Exhibits Module*  
*Funeral Home Submission Portal*  
*Veterans Rewards Module*  
*Escrow Management Module*  
*County Controlled eRecording Portal*

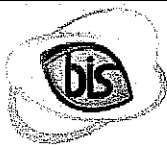
**Included Hardware:**

Fargo Card Printing Kit w/ Camera

**Included Installation:**

*The Registry Software Installation & Configuration.*  
*All Hardware Installation & Configuration.*

---



Business Information Systems  
333 Industrial Park Road  
Piney Flats, Tennessee 37686

**Microsoft**   
Registered Microsoft Partner

*All Travel, Lodging, and Misc. Expenses Included.*

**Included Training:**

*The Registry Software Training.*

*An estimated 5 staff members on-site for 2 – 3 weeks.*

*All Travel, Lodging, and Misc. Expenses Included.*

**Included Index Data & Image Conversion:**

*Historical Data Conversion*

*Image Conversion*

*Financial Data Conversion (if applicable)*

*Exception Reporting of Conversion Data*

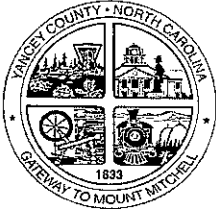
*All Travel, Lodging, and Misc. Expenses Included.*



Business Information Systems  
333 Industrial Park Road  
Piney Flats, Tennessee 37686

**Microsoft**  
Registered Microsoft Partner





## Yancey County Agriculture Task Force

(Appointed by the Yancey County Board of County Commissioners on the 10<sup>th</sup> day of April 2017)

1. Jon Ray – Member Burnsville District – 1-year term commencing on 10 April 2017
2. Harley Fox – Member West Yancey District – 1-year term commencing on 10 April 2017
3. Eric Penland – Member Double Island District – 1-year term commencing on 10 April 2017
4. Mike Riddle – Member Pensacola District – 2-year term commencing on 10 April 2017
5. Nicole Delcogliano – Member South Toe District – 2-year term commencing on 10 April 2017
6. Robert Thompson – Member Egypt-Ramseytown District – 2-year term commencing on 10 April 2017
7. Claude Deyton – Member Newdale District – 3-year term commencing on 10 April 2017
8. Jim Edwards – Member Clearmont District – 3-year term commencing on 10 April 2017
9. Adam McCurry – Ex Officio Member
10. Jamie McMahan – Ex Officio Member

Attachment I

YANCEY COUNTY SURPLUS PROPERTY AUCTION CLOSING STATEMENT

Purchaser: Danny McIntosh

Lots Purchased:

1. That certain tract or parcel of land being known as Simms Fork Road, Burnsville, containing 1 acre, Map # 987200708383000 and being more particularly described in that deed appearing of record at Yancey County Deed Book 738, Page 249, to which reference is hereby made as if the same were fully incorporated herein.

Total Purchase Price: \$ 100.<sup>00</sup>

Total Bid Deposit Amount: \$ 5.<sup>00</sup>

Date Bid Deposit Received: 5.<sup>00</sup>

Acknowledgment of Receipt of Bid Deposit, Initial: JMRB

Total Balance Remaining: \$ 95.<sup>00</sup>

Date Balance Received: \_\_\_\_\_

Deed to be made to: \_\_\_\_\_

Note: That if the name designated above into which the deed is to be made differs from the name of the purchaser set forth herein above then by execution hereof the undersigned does hereby assent to the assignment of his or her bid to the name of the grantees designated above. Further, the authorized representative of Yancey County joins in the execution hereof in order to consent to such assignment.

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Yancey County, by: \_\_\_\_\_ Date: \_\_\_\_\_

YANCEY COUNTY SURPLUS PROPERTY AUCTION CLOSING STATEMENT

Purchaser: J. Jason Robinson

Lots Purchased:

1. That certain tract or parcel of land being known as Lot 69 Mt. Mitchell Lands UT2, containing .57 acre, Map # 075503001078000 and being more particularly described in that deed appearing of record at Yancey County Deed Book 240, Page 736, to which reference is hereby made as if the same were fully incorporated herein.

Total Purchase Price: \$ 200.00

Total Bid Deposit Amount: \$ 10.00

Date Bid Deposit Received: 10.00

Acknowledgment of Receipt of Bid Deposit, Initial: X JRB

Total Balance Remaining: \$ 190.00

Date Balance Received: \_\_\_\_\_

Deed to be made to: \_\_\_\_\_

Note: That if the name designated above into which the deed is to be made differs from the name of the purchaser set forth herein above then by execution hereof the undersigned does hereby assent to the assignment of his or her bid to the name of the grantees designated above. Further, the authorized representative of Yancey County joins in the execution hereof in order to consent to such assignment.

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Yancey County, by: \_\_\_\_\_ Date: \_\_\_\_\_